

DRAINAGE FACILITIES EASEMENT AGREEMENT
(Mid Towne Village, Drainage Facilities)

THIS INDENTURE entered into this 10th day of, March 2015, between THE CITY OF GRAND RAPIDS, a Michigan Municipal Corporation, 300 Monroe Avenue, NW, Grand Rapids, Michigan 49503 (the "City"), and Mid Towne Village, LLC, 168 Louis Campau Promenade, Suite 300, Grand Rapids, Michigan 49503 (the "Grantor").

WITNESSETH

WHEREAS, the Grantor is owner of real property located in the City of Grand Rapids, County of Kent, described as follows:

(SEE ATTACHED EXHIBIT "A")

with exception of Public road of way and Michigan Department of Transportation fee held property, and

WHEREAS, this Drainage Facilities Easement Agreement (Mid Towne Village, Drainage Facilities entered on this 10th day of, March 2015, supplements the **DRAINAGE FACILITIES EASEMENT AGREEMENT** (Mid Towne Village Drainage Facilities) entered on 5TH day of, December 2006 (INSTRUMENT #20070112-0005355), and

WHEREAS, the Grantor as part of its development plans, is proposing to construct various public and private drainage facilities, including but not limited to outlet structures, catch basins, and underground drainage and infiltration systems, which will receive and infiltrate into the ground the stormwater runoff from the above described property areas, including the public right-of-way. The details of such drainage facilities are shown on drawings which were designed and prepared by the Grantor for the proposed **MID TOWNE VILLAGE**, and which are on file at the City Engineer's Office, more particularly entitled:

- A. **RECONSTRUCTION OF PARIS AVENUE FROM MICHIGAN ST. TO 425' NORTHERLY (MID TOWNE VILLAGE – PHASE III), Sheet 6 of 11, Dated 3/11/2015**
- B. **EASEMENTS DESCRIPTIONS FOR MID TOWNE VILLAGE PHASE III (MID TOWNE VILLAGE – PHASE III), Sheet 9 of 11, Dated 3/11/2015**
- C. **SUB-SURFACE STORAGE SYSTEM, RECONSTRUCTION OF PARIS AVENUE FROM MICHIGAN ST. TO 425' NORTHERLY (MID TOWNE VILLAGE – PHASE III), Sheet ATT-A, Dated 3/11/2015**

**D. DRAINAGE FACILITIES PLAN FOR MID TOWNE VILLAGE -
NORTH/SOUTH/WEST SYSTEM (MID TOWNE VILLAGE – PHASE III), Sheet
ATT-B, Dated 3/11/2015**

(“Drainage Facilities”), and

WHEREAS, the Grantor desires to construct the Drainage Facilities within the areas shown in drawing “D” as the North, South and West Drainage System in accordance with the drawings “A”, “B”, and “C”. Those storm water drainage facilities noted by the symbol appearing as a capital “GR” within a circle on Drawings “A” fall outside of obligations of this Drainage Facilities Agreement and are to be owned and maintained by the City, and

WHEREAS, the primary purpose of the Drainage Facilities is to receive and manage the storm water runoff from the privately owned property, and only secondarily to receive and manage the storm water runoff from the public right-of-way that provides public access only for the Grantor’s adjacent properties, and

WHEREAS, the proper maintenance of the Drainage Facilities is necessary to, ensure the continued operation and function of the drainage system, and avoid adversely affecting neighboring properties and the environment.

NOW, THEREFORE, in consideration of the respective covenants contained herein, the Grantor does hereby grant, warrant and convey to the City easements over the properties as described in EXHIBIT “A” for inspection and if necessary maintenance for storm water drainage as shown on the above referenced drawings.

1. The Grantor will not make any change in the size, shape, capacity, rate of inflow, rate of outflow, or in any other characteristic of the drainage facilities without the prior written consent of the City.

2. The Grantor agrees not to construct any buildings within the areas of the sub-surface infiltration system, legally described in EXHIBIT “B” of, however the Grantor retains all other property rights in the easement area, including, but not limited to, the right to utilize the property to construct thereon sidewalks, driveways, curbs, gutters, landscaping, plantings and traffic control signs.

3. The Grantor recognizes that the Drainage Facilities are necessary to properly manage the runoff from the property being developed by the Grantor. The Grantor also recognizes that, although both the private and public stormwater drainage systems have been installed to facilitate drainage of the proposed

development, the site may at times experience various degrees of flooding, and the Grantor hereby agrees to indemnify, save and hold the City, its officers, employees and agents harmless from and defend them against all claims, suits, causes of action, judgments, and all expenses and attorney fees pertaining thereto, for injuries or death to persons and damages to property, occurring either on-site or off-site, including but not limited to business interruptions and inventory loss, attributable to the construction, maintenance, operation and existence of the Drainage Facilities. The Grantor hereby agrees to assume all liability for injuries or deaths to persons and damages to property, occurring either on-site or off-site, including but not limited to business interruptions and inventory loss, attributable to the construction, maintenance, operation and existence of said drainage facilities.

4. The City shall have the right to enter upon the Easement Areas and adjacent areas as necessary to inspect the construction and maintenance of the Drainage Facilities, or to exercise the City's rights described in paragraph 5 below.

5. The Grantor will properly maintain the Drainage Facilities, as shown on the referenced drawings, including those located in the public right-of-way, in accordance with the maintenance manual prepared by the design engineer and on file with the City Engineer's Office, so that the Drainage Facilities will function in such a manner that they will not have an adverse impact on neighboring and lower elevation properties. If at any time the City determines that the Grantor has failed to perform proper maintenance, or that the Drainage Facilities are in need of repair, replacement, removal or modification, the City shall provide the Grantor with written notice specifying the work required of the Grantor to remedy the situation and a specified time by which such work is to be completed. Upon receipt of said written notice from the City, the Grantor shall cause the required work to be performed within the specified time. In the event the Grantor should fail to promptly and properly perform the work requested by the City within the required time, the City may cause the work to be performed by others, and the Grantor shall be responsible for the payment of all associated costs, which costs the Grantor agrees to promptly pay. In the event said costs are not paid, the costs thereof shall be placed as a lien against Grantor's property described in EXHIBIT "A". The lien shall be of the same nature and effect as a lien for an unpaid special assessment. The City may enforce and collect such lien in the same manner as provided in Chapter 10 of the Code of the City of Grand Rapids.

6. This instrument shall be executed in recordable form and shall be recorded with the Kent County Register of Deeds.

7. The rights and obligations of this Drainage Facilities Easement Agreement shall run with the properties described in EXHIBIT "A" herein and shall be binding upon and shall inure to the benefit of the parties, their heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, of parties hereto have caused this Agreement to be executed as of the day and year first above written.

WITNESSED:

signed

(Print/Type) MARK LARSEN

signed

(Print/Type) DND J. LEVITT

STATE OF

)

) ss

COUNTY OF

)

(GRANTOR)

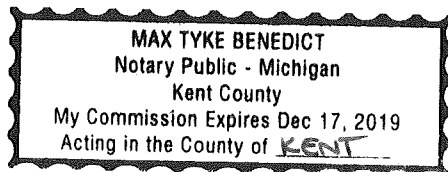
By:

(Print/Type) BRENDLEY W. ROSELEY

Its:

MEMBER

On this 24th of February, 2015, before me, the subscriber, a Notary public in and for said County, personally appeared Brendley W. Roseley, to me known to be the same person who executed the within agreement, who has acknowledged the same to be his free act and will.



MAX TYKE BENEDICT
Notary Public, Kent County, State of
My Commission Expires:

WITNESSED:

CITY OF GRAND RAPIDS, A
Michigan Municipal Corporation

signed

(Print/Type)

By:

George K. Heartwell, Mayor

signed

(Print/Type)

Attest:

Darlene O'Neal, City Clerk

STATE OF MICHIGAN)

) ss

COUNTY OF KENT)

On this ____ of _____, 20__, before me, the subscriber, a Notary public in and for said County, personally appeared GEORGE K. HEARTWELL, MAYOR OF THE CITY OF GRAND RAPIDS, to me known to be the same person who executed the within agreement, who has acknowledged the same to be his free act and will.

Notary Public, Kent County, Michigan
My Commission Expires _____

Drafted by: City of Grand Rapids
Environmental Protection Services Department,
Stormwater Management
Grand Rapids, Michigan 49503

February 9, 2015

EXHIBIT "A"

SHEET 1 OF 2

HEI PROJECT NUMBER

13-08-011

DATE:

02/06/2015

DRAWN BY:

MARK BROOKHOUSE

PROJECT MANAGER:

ARNE K. LARSEN P.E.

HOLLAND
ENGINEERING

ENGINEERING | SURVEYING | PIPELINE SERVICES

220 Hoover Boulevard, Suite 2
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-5938 F 616-392-2118



SCALE

PLAN: 1"=40'

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N89°21'13"W	50.00'
L2	S87°53'53"E	1.30'
L3	S00°38'47"W	39.02'
L4	N89°21'13"W	61.33'
L5	S00°38'47"W	68.00'
L6	S89°21'13"E	61.33'
L7	S00°38'47"W	45.77'
L8	N89°21'13"W	67.77'
L9	S00°38'47"W	28.51'

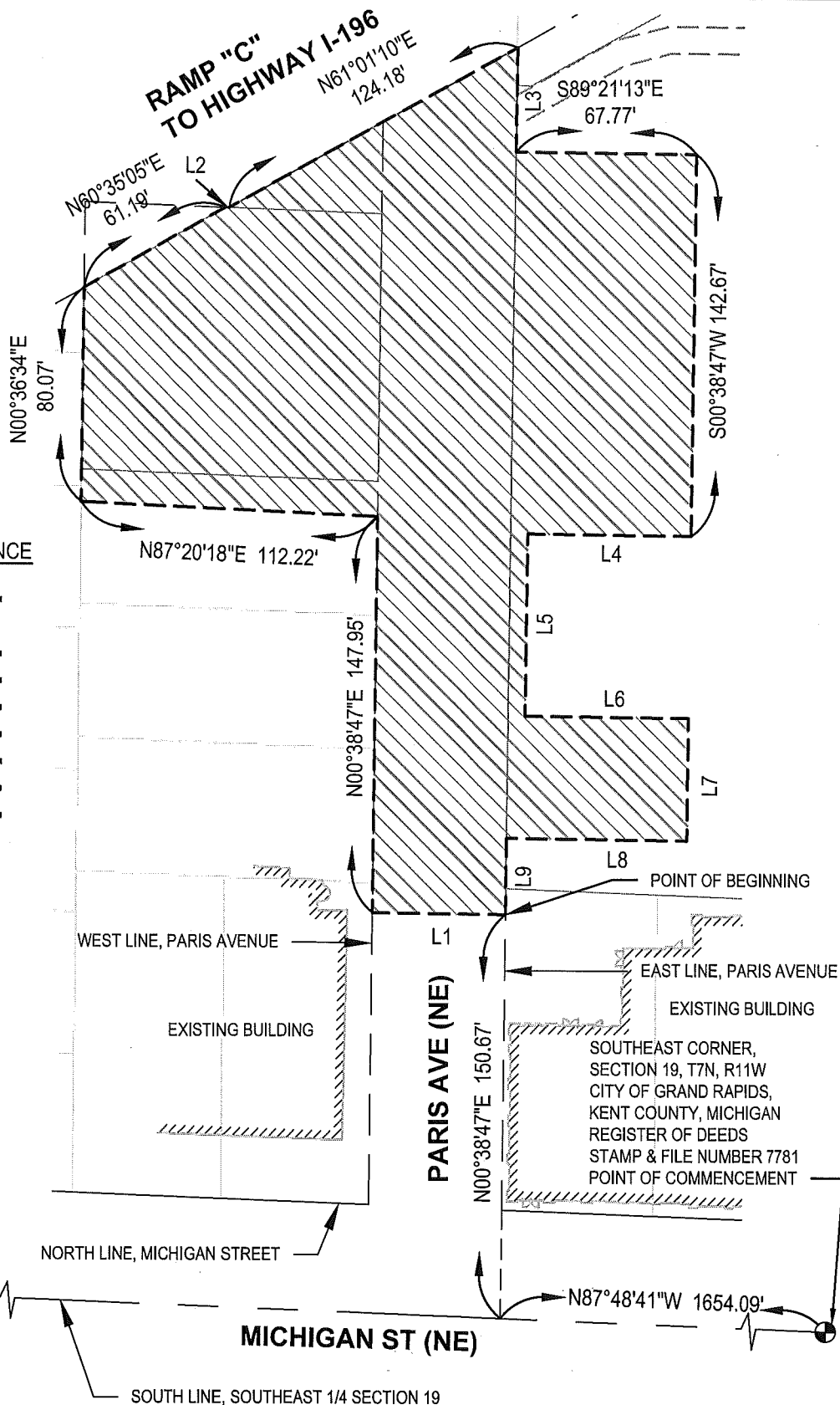


EXHIBIT "A"

SHEET 2 OF 2

HEI PROJECT NUMBER	13-08-011
DATE:	02/06/2015
DRAWN BY:	MARK BROOKHOUSE
PROJECT MANAGER:	ARNE K. LARSEN P.E.

HOLLAND
ENGINEERING
ENGINEERING | SURVEYING | PIPELINE SERVICES
220 Hoover Boulevard, Suite 2
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-5938 F 616-392-2116

STORM SEWER EASEMENT "A":

A PARCEL OF LAND BEING PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWN 7 NORTH, RANGE 11 WEST, CITY OF GRAND RAPIDS, KENT COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 87 DEGREES 48 MINUTES 41 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19, A DISTANCE OF 1654.09 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 47 SECONDS EAST, ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF PARIS AVENUE (50' WIDE) AND ALONG THE EAST LINE OF PARIS AVENUE, A DISTANCE OF 150.67 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 89 DEGREES 21 MINUTES 13 SECONDS WEST TO THE WEST LINE OF PARIS AVENUE, A DISTANCE OF 50.00 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 47 SECONDS EAST, ALONG THE WEST LINE OF PARIS AVENUE, A DISTANCE OF 147.95 FEET; THENCE NORTH 87 DEGREES 20 MINUTES 18 SECONDS WEST, A DISTANCE OF 112.22 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 34 SECONDS EAST, A DISTANCE OF 80.07 FEET; THENCE NORTH 60 DEGREES 35 MINUTES 05 SECONDS EAST, A DISTANCE OF 61.19 FEET; THENCE SOUTH 87 DEGREES 53 MINUTES 53 SECONDS EAST, A DISTANCE OF 1.30 FEET; THENCE NORTH 61 DEGREES 01 MINUTES 10 SECONDS EAST, TO THE EAST LINE OF PARIS AVENUE, A DISTANCE OF 124.18 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 47 SECONDS, ALONG THE EAST LINE OF PARIS AVENUE, A DISTANCE OF 39.02 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 13 SECONDS EAST, A DISTANCE OF 67.77 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 47 SECONDS WEST, A DISTANCE OF 142.67 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 13 SECONDS WEST, A DISTANCE OF 61.33 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 47 SECONDS WEST, A DISTANCE OF 68.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 13 SECONDS EAST, A DISTANCE OF 61.33 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 47 SECONDS WEST, A DISTANCE OF 45.77 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 13 SECONDS WEST, TO THE EAST LINE OF PARIS AVENUE, A DISTANCE OF 67.77 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF PARIS AVENUE, A DISTANCE OF 28.51 FEET TO THE POINT OF BEGINNING. CONTAINING 41,482 SQUARE FEET OF LAND, MORE OR LESS.

SHEET 1 OF 2

ARNE K. LARSEN P.E.

220 Hoover Boulevard, Suite 2
Holland, Michigan 49423-3766
www.hollandengineering.com
T 616-392-5938 F 616-392-2116

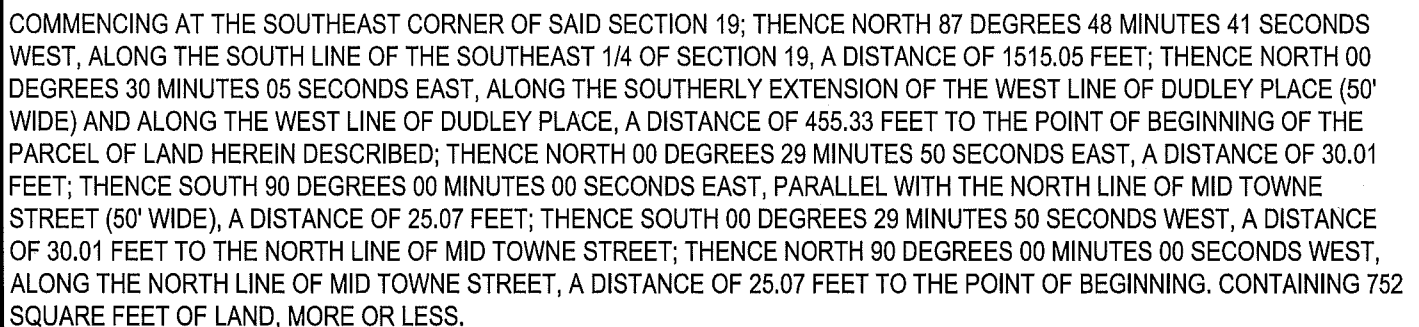
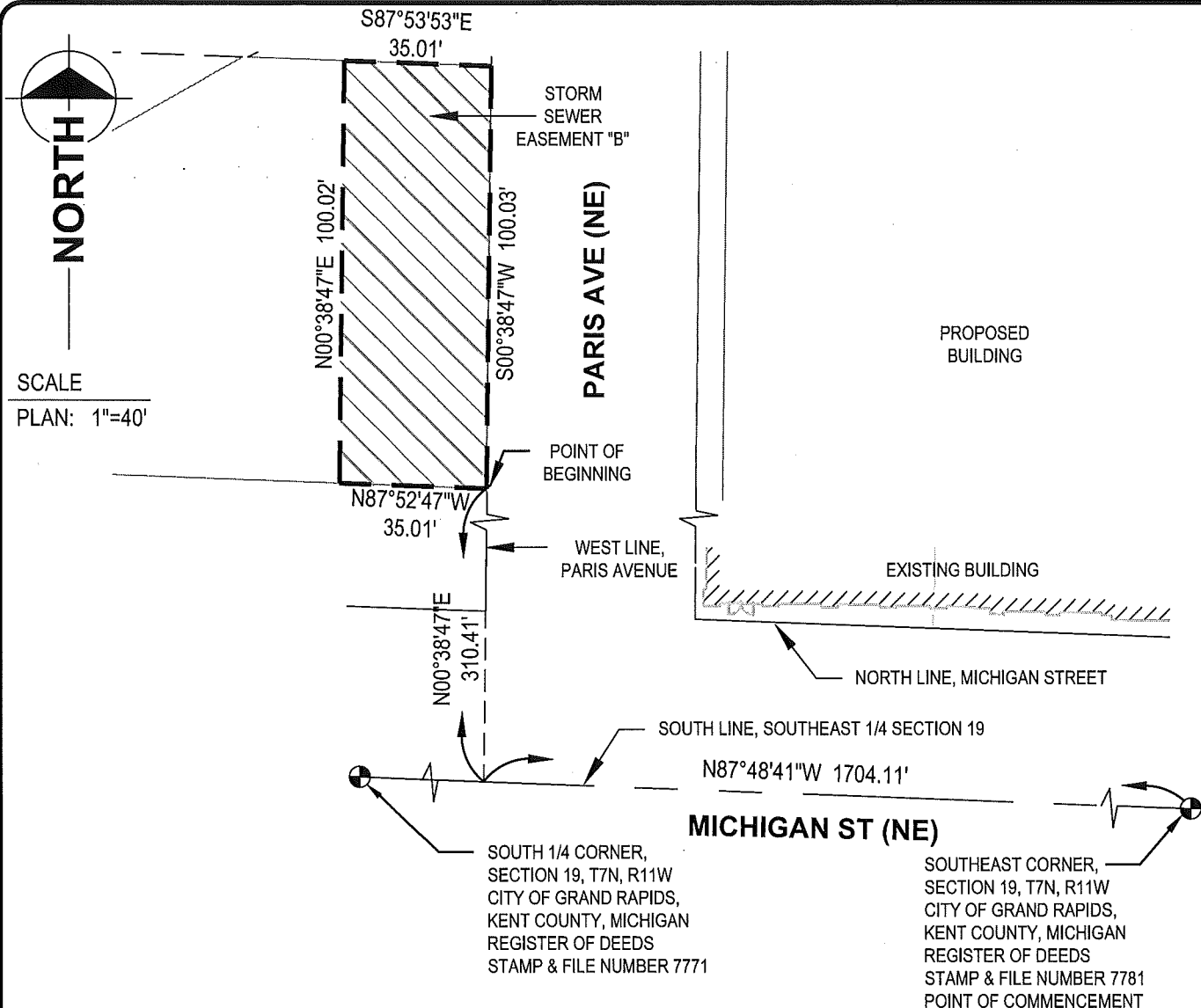


EXHIBIT "B"

SHEET 2 OF 2

HEI PROJECT NUMBER
13-08-011
DATE:
02/06/2015
DRAWN BY:
MARK BROOKHOUSE
PROJECT MANAGER:
ARNE K. LARSEN P.E.

HOLLAND
ENGINEERING
ENGINEERING | SURVEYING | PIPELINE SERVICES
220 Hoover Boulevard, Suite 2
Holland, Michigan 49423-3786
www.hollandengineering.com
T 616-392-5938 F 616-392-2116



STORM SEWER EASEMENT "B":

A PARCEL OF LAND BEING PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWN 7 NORTH, RANGE 11 WEST, CITY OF GRAND RAPIDS, KENT COUNTY, MICHIGAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE NORTH 87 DEGREES 48 MINUTES 41 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19, A DISTANCE OF 1704.11 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 47 SECONDS EAST, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF PARIS AVENUE (50' WIDE) AND ALONG THE WEST LINE OF PARIS AVENUE, A DISTANCE OF 310.41 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 87 DEGREES 52 MINUTES 47 SECONDS WEST, A DISTANCE OF 35.01 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 47 SECONDS EAST, PARALLEL WITH THE WEST LINE OF PARIS AVENUE, A DISTANCE OF 100.02 FEET; THENCE SOUTH 87 DEGREES 53 MINUTES 53 SECONDS EAST, A DISTANCE OF 35.01 FEET TO THE WEST LINE OF PARIS AVENUE; THENCE SOUTH 00 DEGREES 38 MINUTES 47 SECONDS WEST, ALONG THE WEST LINE OF PARIS AVENUE, A DISTANCE OF 100.03 FEET TO THE POINT OF BEGINNING. CONTAINING 3501 SQUARE FEET OF LAND, MORE OR LESS.